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NOTE: CHANGES MADE BY THE COURT

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

VICTORY 2020, LLC dba MISS ME, a
California limited liability corporation,

Case No. 2:24-cv-06097-JAK-JPR

Plaintiff,

**STIPULATED PROTECTIVE
ORDER**

v.

Complaint filed: July 19, 2024
Complaint served: July 24, 2024

FIRE AND RAIN INC, a California
corporation; and DOES 1-10, inclusive,

Defendants.

1. A. PURPOSES AND LIMITATIONS

Discovery and discovery activity in this action is likely to involve the
production of confidential, proprietary, private, and/or trade secret information for

1 which special protection from public disclosure and from use for any purpose other
2 than prosecuting this litigation is warranted. Accordingly, the parties hereby
3 stipulate to and petition the Court to enter the following Stipulated Protective Order
4 (“Stipulation and Order”). The parties acknowledge that this Stipulation and Order
5 does not confer blanket protections on all disclosures or responses to discovery and
6 that the protection it affords from public disclosure and use extends only to the
7 limited information or items that are entitled to confidential treatment under the
8 applicable legal principles. The parties further acknowledge, as set forth in section
9 12.3, below, that this Stipulation and Order does not entitle them to file confidential
10 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
11 followed and the standards that will be applied when a party seeks permission from
12 the Court to file material under seal.

13 B. GOOD CAUSE STATEMENT

14 This action is likely to involve trade secrets, customer and pricing lists and
15 other valuable research, development, commercial, financial, technical and/or
16 proprietary information for which special protection from public disclosure and
17 from use for any purpose other than prosecution of this action is warranted. Such
18 confidential and proprietary materials and information may consist of, among other
19 things, confidential business or financial information, information regarding
20 confidential business practices, or other trade secrets, confidential research,
21 development, or commercial information (including information implicating privacy
22 rights of third parties), information otherwise generally unavailable to the public, or
23 which may be privileged or otherwise protected from disclosure under state or
24 federal statutes, court rules, case decisions, or common law. Accordingly, to
25 expedite the flow of information, to facilitate the prompt resolution of disputes over
26 confidentiality of discovery materials, to adequately protect information the parties
27 are entitled to keep confidential, to ensure that the parties are permitted reasonable
28 necessary uses of such material in preparation for and in the conduct of trial, to

1 address their handling at the end of the litigation, and serve the ends of justice, a
2 protective order for such information is justified in this matter. It is the intent of the
3 parties that information will not be designated as confidential for tactical reasons
4 and that nothing be so designated without a good faith belief that it has been
5 maintained in a confidential, non-public manner, and there is good cause why it
6 should not be part of the public record of this case.

7 2. DEFINITIONS

8 2.1 Action: *Victory 2020, LLC v. Fire and Rain Inc. et al*, Case No. 2:24-cv-
9 06097-JAK-JPR

10 2.2 Challenging Party: a Party or Non-Party that challenges the designation
11 of information or items under this Stipulation and Order.

12 2.3 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
13 EYES ONLY” Information or Items: information (regardless of how it is generated,
14 stored or maintained) or tangible things that qualify for protection under Federal
15 Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.
16 Case Material may be designated as “CONFIDENTIAL” when the designating party
17 in good faith believes it constitutes, reflects, or contains non-public financial,
18 personal, or business information. Parties may designate CONFIDENTIAL material
19 of a highly confidential or proprietary nature as “HIGHLY CONFIDENTIAL –
20 ATTORNEYS’ EYES ONLY” if the Designating Party in good faith believes that
21 disclosure would create a significant risk of substantial competitive or business
22 disadvantage or harm if disclosed to another party without restriction upon use or
23 further disclosure.

24 2.4 Counsel (without qualifier): Outside Counsel of Record and House
25 Counsel (as well as their support staff).

26 2.5 Designating Party: a Party or Non-Party that designates information or
27 items that it produces in disclosures or in responses to discovery as
28

1 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
2 ONLY.”

3 2.6 Disclosure or Discovery Material: all items or information, regardless
4 of the medium or manner in which it is generated, stored, or maintained (including,
5 among other things, testimony, transcripts, and tangible things), that are produced,
6 disclosed, or generated in connection with disclosures or responses to discovery in
7 this matter.

8 2.7 Document: any object from which information may be derived,
9 including, but not limited to, writings, letters, notes, memoranda, correspondence,
10 investigation files, reports, e-mails, messages, records, logs, invoices, bills,
11 statements, contracts, agreements, leases, opinions, drawings, plans, graphs, charts,
12 photographs, images, audio files, and recordings. “Document” also includes
13 electronically maintained information, including, but not limited to, electronic or
14 computerized forms of any document, data and databases, electronic mail, and
15 spreadsheets.

16 2.8 Expert: a person with specialized knowledge or experience in a matter
17 pertinent to the litigation who has been retained by a Party or its Counsel to serve as
18 an expert witness or as a consultant in this Action, including such person’s secretarial
19 and clerical employees who are actively assisting him or her.

20 2.9 House Counsel: attorneys who are employees of a Party to this Action or
21 a parent, subsidiary, or affiliate of a Party to this Action. House Counsel does not
22 include Outside Counsel of Record or any other outside counsel.

23 2.10 Non-Party: any natural person, partnership, corporation, association, or
24 other legal entity not named as a Party to this action.

25 2.11 Outside Counsel of Record: attorneys who are not employees of a Party
26 to this Action but are retained to represent or advise a Party to this Action and have
27 appeared in this Action on behalf of that Party or are affiliated with a law firm which
28 has appeared on behalf of that Party and includes support staff.

1 2.12 Party: any party to this Action, including all of its officers, directors,
2 employees, consultants (excluding Experts), and Outside Counsel of Record (and
3 their support staffs).

4 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
5 Discovery Material in this Action.

6 2.14 Professional Vendors: persons or entities that provide litigation support
7 services (e.g., photocopying, videotaping, translating, preparing exhibits or
8 demonstrations, and organizing, storing, or retrieving data in any form or medium)
9 and their employees and subcontractors.

10 2.15 Protected Material: any Disclosure or Discovery Material that is
11 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
12 EYES ONLY.”

13 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
14 from a Producing Party.

15 3. SCOPE

16 The protections conferred by this Stipulation and Order cover not only
17 Protected Material (as defined above), but also: (1) any information copied or
18 extracted from Protected Material; (2) all copies, excerpts, summaries, or
19 compilations of Protected Material; and (3) any testimony, conversations, or
20 presentations by Parties or their Counsel that might reveal Protected Material.
21 However, the protections conferred by this Stipulation and Order do not cover the
22 following information: (a) any information that is in the public domain at the time of
23 disclosure to a Receiving Party or becomes part of the public domain after its
24 disclosure to a Receiving Party as a result of publication not involving a violation of
25 this Stipulation and Order, including becoming part of the public record through trial
26 or otherwise; and (b) any information known to the Receiving Party prior to the
27 disclosure or obtained by the Receiving Party after the disclosure from a source who
28 obtained the

1 information lawfully and under no obligation of confidentiality to the Designating
2 Party.

3 Any use of Protected Material at trial shall be governed by a separate written
4 agreement or the orders of the trial judge. This Stipulation and Order does not govern
5 the use of Protected Material at trial.

6 4. DURATION

7 Even after final disposition of this Action, the confidentiality obligations
8 imposed by this Stipulation and Order shall remain in effect until the Designating
9 Party for the Disclosure or Discovery Material at issue agrees otherwise in writing or
10 a court order otherwise directs. Final disposition shall be deemed to be the later of:
11 (1) dismissal of all claims and defenses in this Action, with or without prejudice; and
12 (2) final judgment herein after the completion and exhaustion of all appeals,
13 rehearings, remands, trials, or reviews of this Action, including the time limits for
14 filing any motions or applications for extension of time pursuant to applicable law.

15 5. DESIGNATING PROTECTED MATERIAL

16 5.1 Exercise of Restraint and Care in Designating Material for Protection.

17 Each Party or Non-Party that designates information or items for protection under this
18 Stipulation and Order must take care to limit any such designation to specific material
19 that qualifies under the appropriate standards.

20 Mass, indiscriminate, or routinized designations are prohibited. Designations
21 that are shown to be clearly unjustified or that have been made for an improper
22 purpose (e.g., to unnecessarily encumber the case development process or to impose
23 unnecessary expenses and burdens on other parties) may expose the Designating Party
24 to sanctions.

25 If it comes to a Designating Party's attention that information or items that it
26 designated for protection do not qualify for protection, that Designating Party must
27 promptly notify all other Parties that it is withdrawing the mistaken designation.

28 5.2 Manner and Timing of Designations. Except as otherwise provided in

1 this Stipulation and Order (see, e.g., second paragraph of section 5.2(a) below and
2 section 5.3 below), or as otherwise stipulated or ordered, Disclosure or Discovery
3 Material that qualifies for protection under this Stipulation and Order must be clearly
4 so designated before the material is disclosed or produced.

5 Designation in conformity with this Stipulation and Order requires:

6 (a) for information in documentary form (e.g., paper or electronic documents,
7 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
8 Producing Party affix the legend “CONFIDENTIAL” or “HIGHLY
9 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to the first or cover page and to
10 each page of the Document that contains protected material.

11 A Party or Non-Party that makes original Documents or materials available for
12 inspection need not designate them for protection until after the inspecting Party has
13 indicated which Documents or materials it would like copied and produced. During
14 the inspection and before the designation, all of the material made available for
15 inspection shall be deemed “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
16 ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the
17 documents it wants copied and produced, the Producing Party must determine which
18 documents, qualify for protection under this Stipulation and Order. Then, before
19 producing the specified documents, the Producing Party must affix the
20 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
21 ONLY” legend to the first page of each such document and to each page that contains
22 Protected Material. This provision shall not be construed as a stipulation or agreement
23 to any particular method of production of documents or information.

24 (b) for testimony given in depositions or in other pretrial proceedings, that
25 the Designating Party identify the Disclosure or Discovery Material as
26 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
27 ONLY,” either (1) on the record, before the close of the deposition, hearing, or other
28 proceeding; or (2) in a written notice to all other Parties, given within 21 days after

1 the Designating Party's receipt of the transcript for the deposition testimony (or in the
2 case of transcripts received prior to the date of this Stipulation and Order, within 21
3 days after the date of this Stipulation and Order). Only those portions of the testimony
4 that are appropriately designated for protection within that specified timeframe shall
5 be covered by the provisions of this Stipulation and Order. Alternatively, a
6 Designating Party may specify at the deposition, hearing, or other proceeding, or
7 within 21 days after the Designating Party's receipt of the transcript (or in the case of
8 transcripts received prior to the date of this Stipulation and Order, within 21 days after
9 the date of this Stipulation and Order), that the entire transcript is entitled to
10 protection. Transcripts shall, unless otherwise agreed, be treated as "HIGHLY
11 CONFIDENTIAL – ATTORNEYS' EYES ONLY" material in their entirety until the
12 expiration of the timeframe specified above. After that time, transcripts shall be
13 treated only as actually designated. The use of a document as an exhibit at a deposition
14 shall not in any way affect its designation as "CONFIDENTIAL" or "HIGHLY
15 CONFIDENTIAL – ATTORNEYS' EYES ONLY." To the extent practically
16 possible, transcripts containing Protected Material shall have an obvious legend on
17 the title page that the transcript contains Protected Materials, and the title page shall
18 be followed by a list of pages (including line numbers as appropriate) that have been
19 designated as Protected Material and the level of protection being asserted by the
20 Designating Party. The parties shall cooperate in informing the court reporter(s) of
21 these requirements.

22 (c) for information produced in some form other than documentary and for any
23 other tangible items, that the Producing Party affix the legend "CONFIDENTIAL" or
24 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" in a prominent place
25 on the exterior of the container or containers in which the information is stored, or in
26 the file name of individual files produced in electronic form. If only a portion or
27 portions of the information or item warrants protection, the Producing Party, to the
28 extent practicable, shall identify the protected portion(s).

1 5.3 Inadvertent Failures to Designate. An inadvertent failure to designate
2 qualified information or items does not, standing alone, waive the Designating Party's
3 right to secure protection under this Stipulation and Order for such material by later
4 designating the material as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
5 ATTORENY'S EYES ONLY" in accordance with the applicable provisions of this
6 Stipulation and Order. The Receiving Party may dispute the corrected designation
7 pursuant to the provisions of this Stipulation and Order for challenging designations.
8 Upon timely correction of a designation and until any dispute concerning the
9 correction is resolved, the Receiving Party must make reasonable efforts to assure that
10 the material is treated in accordance with the corrected designation.

11 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

12 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
13 designation of confidentiality at any time consistent with the Court's scheduling
14 order. Unless a prompt challenge to a Designating Party's confidentiality designation
15 is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
16 burdens, or a significant disruption or delay of the litigation, a Party does not waive
17 its right to challenge a confidentiality designation by electing not to mount a challenge
18 promptly after the original designation is disclosed.

19 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
20 resolution process by providing written notice of each designation it is challenging
21 and describing the basis for each challenge. To avoid ambiguity as to whether a
22 challenge has been made, the written notice must recite that the challenge to
23 confidentiality is being made in accordance with this specific section of this
24 Stipulation and Order as well as Local Rule 37. The parties shall attempt to resolve
25 each challenge in good faith and in full compliance with Local Rule 37.

26 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
27 court intervention, the Parties shall initiate the judicial dispute resolution process
28 under Local Rule 37. Any motion brought pursuant to this provision must be

1 accompanied by a competent declaration affirming that the movants have complied
2 with the meet and confer requirements imposed by Rule 37.

3 The burden of persuasion in any such challenge proceeding shall be on the
4 Designating Party. Frivolous challenges, and those made for an improper purpose
5 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
6 expose the Challenging Party to sanctions. Unless the Designating Party has waived
7 or withdrawn the confidentiality designation, all parties shall continue to afford the
8 material in question the level of protection to which it is entitled under the Producing
9 Party's designation until the Court rules on the challenge.

10 7. ACCESS TO AND USE OF PROTECTED MATERIAL

11 7.1 Basic Principles. A Receiving Party may use Protected Material that is
12 disclosed or produced by another Party or by a Non-Party only in connection with this
13 Action and only for prosecuting, defending, or attempting to settle this Action. Such
14 Protected Material may be disclosed only to the categories of persons and under the
15 conditions described in this Stipulation and Order. When the Action has been
16 terminated, a Receiving Party must comply with the provisions of section 13 below
17 (FINAL DISPOSITION).

18 Protected Material must be stored and maintained by a Receiving Party at a
19 location and in a secure manner that ensures that access is limited to the persons
20 authorized under this Stipulation and Order.

21 Protected Material shall not be copied or reproduced except to the extent such
22 copying or reproduction is reasonably necessary to the conduct of this action, and all
23 such copies and reproductions shall be subject to the terms of this Stipulation and
24 Order. If the duplicating process by which copies and reproductions of Protected
25 Materials are made does not preserve the confidentiality designation legends that
26 appear on the original documents, all such copies and reproductions shall be stamped
27 or labeled appropriately in accordance with the terms of this Stipulation and Order.

28 Nothing in this Stipulation and Order shall limit a Party's use or disclosure of

1 its own information. Except as otherwise ordered by the Court, no document or
2 information designated “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
3 ATTORNEYS’ EYES ONLY” shall lose such status under this Stipulation and Order
4 as the result of the use of such document or information in any discovery-related
5 hearing in this Action. In the event that any Party wishes to use any such document
6 or information in a Court proceeding in this Action, counsel for the Parties shall
7 consult with each other to determine whether and how such document or information
8 can be used while still protecting its confidentiality.

9 This Stipulation and Order is without prejudice to the right of any Party hereto
10 to: (i) object to any discovery request; (ii) apply to the Court for any further order
11 relating to any confidential information; or (iii) apply to the Court for an order
12 permitting disclosure of Protected Materials or Information other than as provided
13 herein.

14 The provisions of this Stipulation and Order may also be modified through a
15 Party’s or the Court’s own motion.

16 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
17 otherwise ordered by the Court or permitted in writing by the Designating Party, a
18 Receiving Party may disclose any information or item designated
19 “CONFIDENTIAL” only to:

20 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
21 employees of said Outside Counsel of Record to whom it is reasonably necessary to
22 disclose the information for this Action;

23 (b) the officers, directors, and employees (including House Counsel) of the
24 Receiving Party to whom disclosure is reasonably necessary for this Action. Any such
25 person shall be advised by the Disclosing Party of existence and terms of this
26 Stipulation and Order and shall be subject to all provisions hereof, including those
27 requiring, among other things, that Protected Material be held in confidence. In
28 addition, before being given access to any Protected Material, the person must sign

1 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

2 (c) Experts (as defined in this Stipulation and Order) of the Receiving Party to
3 whom disclosure is reasonably necessary for this Action and who have signed the
4 “Acknowledgment and Agreement to Be Bound” (Exhibit A). It shall be the
5 obligation of Outside Counsel of Record upon learning of any breach or threatened
6 breach of this Stipulation and Order by any such Expert, to promptly notify counsel
7 for the Designating Party of such breach or threatened breach;

8 (d) the Court and its personnel;

9 (e) court reporters and videographers (and their staff) engaged by the Parties
10 for depositions or any other court proceeding in this Action. Prior to disclosure to any
11 such court reporter or videographer (and their staff), each such person must sign the
12 “Acknowledgment and Agreement to be Bound” (Exhibit A);

13 (f) professional jury or trial consultants, mock jurors, and Professional Vendors
14 to whom disclosure is reasonably necessary for this Action and who have signed the
15 “Acknowledgment and Agreement to be Bound” (Exhibit A);

16 (g) the author or recipient of a document containing the information or a
17 custodian or other person who otherwise possessed or knew the information;

18 (h) any mediator or settlement officer, and their supporting personnel, mutually
19 agreed upon by any of the parties engaged in settlement discussions or appointed by
20 the Court; and

21 (i) during their depositions or any evidentiary hearing (or preparation for
22 either), witnesses in the Action (and their attorneys), who are not otherwise permitted
23 to receive Protected Materials, to whom disclosure is reasonably necessary, provided:
24 (1) the deposing party requests that the witness sign the “Acknowledgment and
25 Agreement to Be Bound” attached as Exhibit A hereto; and (2) they will not be
26 permitted to keep any Protected Material, unless otherwise agreed by the Designating
27 Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits
28 to depositions that reveal Protected Material must be separately bound by the court

1 reporter and may not be disclosed to anyone except as permitted under this Stipulation
2 and Order.

3 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
4 ONLY” Information or Items. Unless otherwise ordered by the Court or permitted in
5 writing by the Designating Party, a Receiving Party may disclose any material
6 designated as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” under
7 this Stipulation and Order only to those persons identified in section 7(a), (c)-(h),
8 subject to all limitations in those paragraphs. This restriction means, among other
9 things, that HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY may not be
10 disclosed to House Counsel, except as otherwise provided.

11 In addition, to the extent Outside Counsel of Record believes in good faith that
12 it is necessary to disclose HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
13 ONLY to his or her client, solely for the purpose of providing advice about the
14 potential settlement of this Action after a demand or offer to settle has been made,
15 such information may be disclosed to the client, provided that the Designating Party
16 consents to this disclosure in writing. Prior to any disclosure, the client must sign the
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A).

18 Nothing in this Agreement shall prevent a party from seeking additional
19 protections before disclosing information that it believes should be afforded
20 additional protection.

21 Nothing in this Stipulation and Order shall restrict the Producing Party’s use of
22 its own documents or information.

23 No party may use in a deposition or evidentiary proceeding any Protected
24 Material to which a witness does not have access under this Stipulation and Order
25 unless the party seeking to use such material provides notice to all other parties and
26 identifies the material by Bates number as soon as is practically possible before the
27 deposition. All other parties shall be entitled to use the identified documents in the
28 deposition or evidentiary proceeding, including without limitation, during witness

1 preparation.

2 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
3 OTHER LITIGATION

4 If a Party is served with a subpoena or a court order issued in other litigation
5 that compels disclosure of any information or items designated in this Action as
6 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
7 ONLY,” that Party or Non-Party must:

8 (a) promptly notify in writing the Designating Party. The Receiving Party shall
9 not produce any Protected Material before providing such prompt written notice of
10 the subpoena, request, or court order to the Designating Party with sufficient time that
11 the Designating Party has an opportunity to intervene and/or oppose the non-party’s
12 subpoena, request, or request if it chooses. Such notification shall include a copy of
13 the subpoena or court order unless prohibited by law;

14 (b) promptly notify in writing the party who caused the subpoena or order to
15 issue in the other litigation that some or all of the material covered by the subpoena
16 or order is subject to this Stipulation and Order. Such notification shall include a copy
17 of this Stipulation and Order; and

18 (c) cooperate with respect to all reasonable procedures sought to be pursued by
19 the Designating Party whose Protected Material may be affected.

20 If the Designating Party timely seeks a protective order, the Party or Non-Party
21 served with the subpoena or court order shall not produce any information designated
22 in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
23 ATTORNEYS’ EYES ONLY” before a determination by the Court from which the
24 subpoena or order issued, unless the Party or Non-Party has obtained the Designating
25 Party’s permission. The Designating Party shall bear the burden and expense of
26 seeking protection in that court of its confidential material, and nothing in these
27 provisions should be construed as authorizing or encouraging a Receiving Party in
28 this Action to disobey a lawful directive from another court.

1 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
2 PRODUCED IN THIS LITIGATION

3 (a) The terms of this Stipulation and Order are applicable to information
4 produced by a Non-Party in this Action and designated as “CONFIDENTIAL” or
5 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information
6 produced by Non-Parties in connection with this litigation is protected by the
7 remedies and relief provided by this Stipulation and Order. Nothing in these
8 provisions should be construed as prohibiting a Non-Party from seeking additional
9 protections.

10 (b) In the event that a Party is required, by a valid discovery request, to
11 produce a Non-Party’s confidential information in its possession, and the Party is
12 subject to an agreement with the Non-Party not to produce the Non-Party’s
13 confidential information, then the Party shall:

14 (1) promptly notify in writing the Requesting Party and the Non-Party
15 that some or all of the information requested is subject to a confidentiality agreement
16 with a Non-Party;

17 (2) promptly provide the Non-Party with a copy of this Stipulation
18 and Order in this Action, the relevant discovery request(s), and a reasonably specific
19 description of the information requested; and

20 (3) make the information requested available for inspection by the
21 Non-Party, if requested.

22 (c) If the Non-Party fails to seek a protective order from this Court within
23 21 days of receiving the notice and accompanying information, the Receiving Party
24 may produce the Non-Party’s confidential information responsive to the discovery
25 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
26 not produce any information in its possession or control that is subject to the
27 confidentiality agreement with the Non-Party before a determination by the Court.
28 Absent a court order to the contrary, the Non-Party shall bear the burden and expense

1 of seeking protection in this Court of its Protected Material.

2 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

3 If a Receiving Party learns that, by inadvertence or otherwise, it has
4 disclosed Protected Material to any person or in any circumstance not authorized
5 under this Stipulation and Order, the Receiving Party must immediately: (a) notify in
6 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
7 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
8 persons to whom unauthorized disclosures were made of all the terms of this
9 Stipulation and Order, and (d) request such person or persons to execute the
10 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
12 PROTECTED MATERIAL

13 When a Producing Party gives notice to Receiving Parties that certain
14 inadvertently produced material is subject to a claim of privilege or other protection,
15 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
16 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
17 may be established in an e-discovery order that provides for production without prior
18 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
19 parties reach an agreement on the effect of disclosure of a communication or
20 information covered by the attorney-client privilege or work product protection, the
21 parties may incorporate their agreement in the stipulated protective order submitted
22 to the Court if the Court so allows.

23 12. MISCELLANEOUS

24 12.1 Right to Further Relief. Nothing in this Stipulation and Order abridges
25 the right of any person to seek its modification by the Court in the future.

26 12.2 Right to Assert Other Objections. By stipulating to the entry of this
27 Stipulation and Order, no Party waives any right it otherwise would have to object to
28 disclosing or producing any information or item on any ground not addressed in this

1 Stipulation and Order. Similarly, no Party waives any right to object on any ground
2 to use in evidence of any of the material covered by this Stipulation and Order.

3 12.3 Filing Protected Material. Without written permission from the
4 Designating Party or a court order secured after appropriate notice to all interested
5 persons, a Receiving Party may not file in the public record in this Action any
6 Protected Material of the Designating Party. A Party that seeks to file under seal any
7 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
8 only be filed under seal pursuant to a court order authorizing the sealing of the specific
9 Protected Material at issue. If a Party's request to file Protected Material under seal is
10 denied by the Court, then the Receiving Party may file the information in the public
11 record unless otherwise instructed by the Court.

12 12.4 Party's Own Material. Nothing in this Stipulation and Order shall be
13 deemed to limit a Party's use of material it possesses by means other than receipt from
14 a Producing Party or a Designating Party in this Action.

15 13. FINAL DISPOSITION

16 Within 60 days after the final disposition of this Action, as such final
17 disposition is defined in section 4, each Receiving Party must return all Protected
18 Material to the Producing Party or destroy such material. As used in this subdivision,
19 "all Protected Material" includes all copies, abstracts, compilations, summaries, and
20 any other format reproducing or capturing any of the Protected Material. Whether the
21 Protected Material is returned or destroyed, the Receiving Party must submit a written
22 certification to the Producing Party (and, if not the same person or entity, to the
23 Designating Party) by the 60 day deadline that: (1) identifies (by category, where
24 appropriate) all the Protected Material that was returned or destroyed and (2) affirms
25 that the Receiving Party has not retained any copies, abstracts, compilations,
26 summaries or any other format reproducing or capturing any of the Protected Material.
27 Notwithstanding this provision, Outside Counsel are entitled to retain an archival
28 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal

1 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
2 work product, and consultant and expert work product, even if such materials contain
3 Protected Material. Any such archival copies that contain or constitute Protected
4 Material remain subject to this Stipulation and Order as set forth in section 4
5 (DURATION).

6 14. Any violation of this Stipulation and Order may be punished by any and all
7 appropriate measures including, without limitation, contempt proceedings and/or
8 monetary sanctions.

9 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

10 Dated: April 17, 2025

RIMÒN, P.C.

11
12 By: /s/Lisel M. Ferguson

13 Lisel M. Ferguson
14 Attorneys for Defendant
FIRE AND RAIN INC

15 Dated: April 17, 2025

Miller Barondess, LLP

16
17 By: /s/Robby S Naoufal

18 Alexander Frid
19 Robby S Naoufal
20 Attorneys for Plaintiff,
VICTORY 2020 LLC

21
22
23 PURSUANT TO STIPULATION, IT IS SO ORDERED.

24
25 Dated: 4/17/2025



26 United States Magistrate Judge
27
28

EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *Victory 2020, LLC v. Fire and Rain Inc. et al*, Case No. 2:24-cv-06097-JAK-JPR.

I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Stipulated Protective Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. If I am not a California resident, I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____